

Exhibit 30

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September 16, 1999

Jack Borja
Atlantic Pacific International, Inc.
3049 Ualea Street #715
Honolulu, Hawaii 96819

Ralph Stussi
Division President
Fleming Foods, Inc.
91-315 Hanua Street
Kapolei, Hawaii 96707

Dear Ralph,

First, thank you for the expeditious payroll reimbursement. I am in receipt of the draft "Settlement and Release Agreement" which was faxed to my office on Wednesday, September 15, 1999. I am comfortable with most of the ideas contained in this draft with the following exceptions:

Truck and Forklift Leases

In January of 1998, Fleming asked API to cease doing business with all other customers except Fleming Foods. Apparently, Fleming felt that since Food Service, had become a new business venture for Fleming, this venture created a conflict to the Fleming/API partnership's dealing with other customers. Based on that request, API formally relinquished all of our accounts. The plan at that time was to direct as much Fleming freight as possible thorough our two California freight terminals and eventually sell the whole operation (terminals, property, trucks, fork lifts etc) to Fleming. With that understanding, I did not hesitate for a moment to personally guarantee whatever was needed for our joint venture. Now that we are formally going through this "divorce" action, I feel it is Fleming's responsibility to pay for anything I may have personally guaranteed until you find someone to assume the lease or you buy it out.



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Proceeds from the Cudahy Terminal

Since we began these negotiations, the buyer's Appraisal for the Cudahy property came in low and he has changed his mind. I propose to just "quick claim" the property over to Fleming. It will serve the same purpose. Then you can maintain or dispose of the asset as you see fit. (see attached)

Software

I own and can sell you all the basic software purchased by API as part of the bulk sale. However, I cannot sell anything that Mr. Berry has created. As I mentioned to you, I only have a non-transferable license to use his software and I still owe him a great deal of money for that. If you want the software, you should contact him directly. I will assist you in any way I can in this matter.

If you do not consider any of these issues to be a "deal breaker", I would suggest that you give your instructions regarding these changes to your attorney and have him call our attorneys, Mr. Timothy Hogan and Mr. David Farmer. I feel this agreement is to a point where the attorneys are much better suited to negotiate the final details and present us with a finished document that we can sign. I am anxious to get on with life and close this chapter.

Sincerely,

Jack Borja

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